



County of San Bernardino

F A S

STANDARD CONTRACT

AMENDMENT NO. 8

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code <b>BURRTEC612B</b>		SC	Dent. SWM	A	Contract Number <b>01-237 A-8</b>																									
County Department <b>DPW – Solid Waste Management Division</b>				Dept. <b>SWM</b>	Orgn. <b>SWM</b>	Contractor's License No.																										
County Department Contract Representative <b>Peter H. Wulfman, Division Manager</b>				Telephone <b>386-8703</b>		Total Contract Amount																										
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other																																
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers to not encumber this contract amendment. The original contract amount was not encumbered and since this contract amendment amount includes estimates based upon unit pricing, not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.																																
Commodity Code			Contract Start Date <b>7/1/01</b>		Contract End Date <b>6/30/08</b>		Original Amount Adjusted Annually per Contract																									
Fund <b>EAA</b>	Dept. <b>SWM</b>	Organization <b>SWM</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>60R64260</b>		Amount <b>\$50,000.00</b>																									
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount																									
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount																									
Project Name <b>Services related to burial of carcasses of diseased poultry and eggs associated with the Exotic Newcastle Disease.</b>				Estimated Payment Total by Fiscal Year <table border="1"> <thead> <tr> <th>FY</th> <th>Amount</th> <th>I/D</th> <th>FY</th> <th>Amount</th> <th>I/D</th> </tr> </thead> <tbody> <tr> <td>02/03</td> <td>\$50,000.00</td> <td>I</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					FY	Amount	I/D	FY	Amount	I/D	02/03	\$50,000.00	I															
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02/03	\$50,000.00	I																														
Contract Type: Contract language approved by Risk Management.																																

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

BURRTEC WASTE INDUSTRIES, INC.

hereinafter called CONTRACTOR/CONSULTANT

Address

9890 CHERRY AVE.

FONTANA, CA 92335

Phone

909-429-4200

Birth Date

Federal ID No.

95-3396612

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

This Amendment No. 8 is entered into between the County of San Bernardino ("County") and Burrtec Waste Industries, Inc., a California Corporation ("Contractor"), in relation to Contract No. 01-237 entered into between the parties on March 27, 2001 ("Contract").

## RECITALS

- A. Pursuant to the Contract, Contractor is to provide the day-to-day operation of the County's landfills and transfer stations, commencing on July 1, 2001.
- B. The parties entered into Amendment No. 1 to the Contract to specify that pending the commencement of routine operations of the Big Bear Transfer Station and the cessation of the acceptance of solid waste at the Big Bear Landfill: (i) the Contractor's scope of work includes the operation of the Big Bear Landfill; and (ii) the Contractor's compensation will be adjusted.
- C. The parties entered into Amendment No's. 2 – 4 to the Contract to extend the cancellation date for the Contractor's rights and obligation to deliver solid waste pursuant to the terms of Article 19 of the Contract from October 16, 2001 to, ultimately, March 19, 2002.
- D. The parties entered into Amendment No. 5 to the Contract to expand the current scope of services being performed by the Contractor to include the pumping, hauling, and disposal of excess septic waste from the Barstow and Landers landfills and to provide a compensation rate for such pumping, hauling, and disposal services.
- E. The parties entered into Amendment No. 6 to the Contract to expand the current scope of services being performed by the Contractor to include special procedures required for disposal of the carcasses of the diseased poultry and eggs associated with the Exotic Newcastle Disease.
- F. The parties entered into Amendment No. 7 to the Contract to revise the scope of services being performed by the Contractor in respect to the handling and disposal services for Bark Beetle related wood waste brought to the Heaps Peak Transfer Station.

NOW, THEREFORE, based on the forgoing recitals and the following covenants and conditions, the parties hereby agree as follows:

- 1. Amended Compensation for Special Procedures Required for Disposal of the Carcasses of the Diseased Poultry and Eggs Associated with the Exotic Newcastle Disease. Section 5.10 of the Contract, entitled "Special Procedures Required for Disposal of the Carcasses of the Diseased Poultry and Eggs Associated with the Exotic Newcastle Disease", is amended to read as follows:

**5.10 Special Procedures Required for Disposal of the Carcasses of the Diseased Poultry and Eggs Associated with the Exotic Newcastle Disease.** Compensation for the special handling and burial of carcasses of the Exotic Newcastle Diseased poultry and eggs will be on a time and material basis, against a not to exceed amount of **ONE HUNDRED THIRTY-FOUR THOUSAND AND NO HUNDREDTHS DOLLARS (\$134,000.00)**. The Contractor will submit an invoice for payment by the County within thirty (30) days following any month in which any special handling and burial of carcasses of the Exotic Newcastle Diseased poultry and eggs have been accepted at any County landfill for disposal. The invoice will reflect the following information: invoice number; contract number and the description "Section 5.10 Special Procedures Required for Disposal of the Carcasses of the Diseased Poultry and Eggs Associated with the Exotic Newcastle Disease"; landfill location; period of time covered; equipment shall be listed by type, showing the number of hours per day, the hourly rate and the extended amount; all labor shall be listed by type, showing the number of individuals under each type, the total or combined hours per day, the hourly rate and the extended amount; and a grand total.

- 2. Scope of Amendment No. 8. Except as previously amended and as amended in Section 1 of this Amendment No. 8, each and every other provision of the Contract shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

BURRTEC WASTE INDUSTRIES, INC.  
(Print or type name of corporation, company, contractor, etc.)

By: ► \_\_\_\_\_  
(Authorized signature - **sign in blue ink**)

Name: ERIC HERBERT  
(Print or type name of person signing contract)

Title: VICE PRESIDENT  
(Print or Type)

Dated: \_\_\_\_\_, 2003

Address: 9890 CHERRY AVENUE  
FONTANA, CA 92335

Approved as to Legal Form ► _____ County Counsel Date _____	Reviewed by Contract Compliance ► _____ Date _____	Presented to BOS for Signature ► _____ Department Head Date _____
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***Auditor/Controller-Recorder Use Only***

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By